

UNITED STATES DISTRICT COURT  
IN THE WESTERN DISTRICT OF MICHIGAN

GRANT DUBRIDGE and  
MIRSADA GRAHIC,

Plaintiffs,

Case No.  
Hon.

v.

OCWEN LOAN SERVICING, LLC

Defendant.

Lower Court: Kent County  
Circuit Court  
Case No. 13-05178-CH  
Hon. Paul J. Sullivan

LEGAL AID OF WESTERN MICHIGAN  
John P. Smith (P71368)  
Attorney for Plaintiffs  
89 Ionia Avenue, NW, Suite 400  
Grand Rapids, MI 49503  
(616) 774-0672  
[jsmith@legalaidwestmich.net](mailto:jsmith@legalaidwestmich.net)

HERTZ SCHRAM PC  
Deborah S. Lapin (P59027)  
Attorneys for Defendant  
1760 S. Telegraph Road, Suite 300  
Bloomfield Hills, MI 48302  
(248) 335-5000  
[dlapin@hertzschram.com](mailto:dlapin@hertzschram.com)

**NOTICE OF REMOVAL**

Defendant Ocwen Loan Servicing, LLC (“Ocwen”), by and through its attorneys, Hertz Schram PC, files this Notice of Removal of this action from the Kent County Circuit Court of Michigan, Case No. 13-05178-CH, where it is currently pending, to the United States District Court for the Western District of Michigan. As grounds for the removal of this action, Defendant Ocwen state as follows:

**I. INTRODUCTION**

1. This action was commenced against Defendant Ocwen in the Kent County Circuit Court on or about June 5, 2013. On or about June 10, 2013, Ocwen was served with a copy of the Complaint. A true and correct copy of all processes, pleadings and orders received by Ocwen in this action to date are attached as **Exhibit 1**.

2. Removal of this case is timely as this notice is filed within thirty (30) days after service of the Summons and Complaint on Ocwen. See 28 U.S.C. § 1446(b).

3. Ocwen is the only party defendant so there is no need to obtain consent from another party in order to remove this matter.

## II. JURISDICTION

4. This is a civil action over which this Court has original jurisdiction pursuant to diversity jurisdiction under 28 U.S.C. § 1332, federal question jurisdiction under 28 U.S.C. § 1331 and supplemental jurisdiction under 28 U.S.C. § 1337.

### A. DIVERSITY JURISDICTION

5. Removal of this Action is proper under 28 U.S.C. § 1332.

6. Plaintiffs are residents of Kent County, Michigan. (See Compl. ¶10).

7. Ocwen is a limited liability company and is a citizen of Florida. For diversity purposes, “several district courts within the Fifth Circuit have determined the citizenship of a limited liability company by looking to the citizenship of its members.” *Blanchard v. Wal-Mart Stores Tex.*, LP, 368 F. Supp. 2d 621, 625 (E.D. Tex. 2005) (explaining that the consensus of federal appellate courts is to determine the citizenship of limited liability companies based on the citizenship of its members). The sole member of Ocwen is Ocwen Financial Corporation, which is a citizen of Florida as that is its state of incorporation and principal place of business.

8. Therefore, complete diversity exists between Plaintiff and Defendant Ocwen. See 28 U.S.C. § 1332(a)(1).

9. Regarding the amount in controversy, Defendant Ocwen denies the allegations in Plaintiffs’ Complaint, and denies any liability to the Plaintiffs whatsoever. However, if those allegations are proven to be true, the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorneys’ fees. When a plaintiff seeks specific performance, as Plaintiffs seek in the matter, declaratory relief, or injunctive relief, the amount

in controversy is measured by “the value of the object that is the subject matter of the action.” *Lorimer ex rel. Estate of Lorimer v. Berrelez*, 331 F. Supp. 2d 585, 591 (E.D. Mich. 2004) (citations omitted); *see also Cohn v. Petsmart*, 281 F.3d 837, 840 (9<sup>th</sup> Cir. 2002) (citing *Hunt v. Wash. State Apple Adver. Comm'n*, 432 U.S. 333, 347 (1977)) (holding “[i]n actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.”).

10. Here, the object of the litigation is to compel specific performance of a loan modification (see Compl. ¶57) which Plaintiffs admit has a balance of \$80,000.00 (see Compl. ¶14(b)). Plaintiffs also seek compensatory and statutory damages. In light of the foregoing, the amount in controversy requirement is satisfied. *See* 28 U.S.C. § 1332(a).

11. As a result, this Court has diversity jurisdiction over the action pursuant to 28 U.S.C. § 1332 because there is complete diversity between the parties and the amount in controversy requirement is satisfied.

#### **B. FEDERAL QUESTION JURISDICTION**

12. Plaintiffs' Complaint, Count 3, alleges violations of the Real Estate Settlement Practices Act (“RESPA”), 12 U.S.C. §2605 et seq. (See Compl. ¶¶68-91).

13. As Plaintiffs' RESPA allegations arise out of a law of the United States, this Court has original jurisdiction pursuant to 28 U.S.C. § 1331.

#### **C. SUPPLEMENTAL JURISDICTION**

14. In addition to alleged violations of RESPA, Plaintiffs include a state based claim for an alleged violation of MCL 445.251.

15. All of Plaintiffs' allegations concern a residential mortgage and an alleged loan modification related to the residential mortgage. (See Compl.).

LAW OFFICES HERTZ SCHRAM PC

16. As to the RESPA allegations, Plaintiffs allege that Defendant Ocwen attempted to charge improper late fees and other fees related to their loan in which they incorporate their arguments from the state based claim for an alleged violation of MCL 445.251 (see Compl. ¶¶68-91).

17. As a result, Plaintiffs have stated claims related to their RESPA allegations in which this Court has original jurisdiction pursuant to 28 U.S.C. § 1331 and therefore this Court has supplemental jurisdiction over Plaintiffs' additional state-law based claim because Plaintiffs' state based claim forms a part of the same controversy concerning the same residential mortgage.

### **III. VENUE**

18. Venue for removal is proper in this district and division under 28 U.S.C. § 1441(a) because this district and division embrace the Kent County Circuit Court, Michigan, the forum in which the removed action was pending.

### **IV. CONCLUSION & NOTICE**

19. A true and correct copy of this Notice of Removal has been filed with the Kent County Circuit Court of Michigan, and served upon all parties of record. **Exhibit 2.**

20. Defendant Ocwen respectfully requests the opportunity to fully brief and argue before this Court any issues or questions concerning the removal of this case in the event that remand is sought by Plaintiffs or otherwise visited by this Court.

WHEREFORE, Defendant Ocwen requests that the above referenced case now pending in the Kent County Circuit Court be removed to the United States District Court for the Western District of Michigan.

Respectfully Submitted,

HERTZ SCHRAM PC

/s/ Deborah S. Lapin

Deborah S. Lapin (P59027)

Attorney for Ocwen Loan Servicing, LLC

1760 S. Telegraph Road, Suite 300

Bloomfield Hills, MI 48302

(248) 335-5000

dlapin@hertzsram.com

Dated: June 24, 2013

# EXHIBIT

1

Approved, SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

STATE OF MICHIGAN

JUDICIAL DISTRICT  
17<sup>TH</sup> JUDICIAL CIRCUIT  
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

13- 05178 CH

Court address

180 Ottawa Ave. NW, Grand Rapids, MI 49503

Court telephone no.  
(616) 632-5480

Plaintiff's name(s), address(es) and telephone no(s).

GRANT DUBRIDGE AND MIRSADA GRAHIC  
5343 MADISON AVE.  
WYOMING, MI 49548

Defendant's name(s), address(es), and telephone no(s).

OCWEN LOAN SERVICING, LLC  
C/O CSC LAWYER'S INCORPORATING SERVICE CO.  
601 ABBOT ROAD  
EAST LANSING, MI 48823

Plaintiff's attorney, bar no., address, and telephone no.

John P. Smith (P71368)  
Legal Aid of Western Michigan  
89 Ionia Ave. NW, Suite 400  
Grand Rapids, MI 49503

PAUL J. SULLIVAN  
(P-24139)

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued **JUN 05 2013**

This summons expires **SEP 04 2013**

Court clerk

**MARY HOLLINRAKE**

\*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

**COMPLAINT** *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in **17<sup>TH</sup> Circuit** Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
11-05813-CH	Donald A. Johnston	

**VENUE**

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
WYOMING, MI	EAST LANSING, MI
Place where action arose or business conducted	
WYOMING, MI	

5/5/13

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/08) **SUMMONS AND COMPLAINT**

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)



STATE OF MICHIGAN  
IN THE 17<sup>th</sup> CIRCUIT COURT FOR THE COUNTY OF KENT  
180 Ottawa NW  
Grand Rapids, Michigan 49503

\*\*\*\*\*

GRANT DUBRIDGE

And

MIRSADA GRAHIC,

Plaintiffs,

v.

OCWEN LOAN SERVICING,

Defendant.

Case No. 13- 05178-CH

PAUL J. SULLIVAN

COMPLAINT AND JURY DEMAND

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LEGAL AID OF WESTERN MICHIGAN  
By: John P. Smith (P71368)  
Attorneys for Plaintiff  
89 Ionia Avenue, N.W., Suite 400  
Grand Rapids, Michigan 49503  
(616) 774-0672, Ext. 125

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**COMPLAINT**

A civil action between these parties but arising out of a separate transaction or occurrence was filed in the 17<sup>th</sup> Circuit Court, where it was given docket number 11-05813-CH.

NOW COME Plaintiffs, Grant DuBridge and Mirsada Grahic, by their attorneys, state as follows:

- 1) Plaintiffs file this action for monetary damages based on Defendant's violations of the Regulation of Collection Practices Act and breach of contract.

**PARTIES AND JURISDICTION**

- 2) Plaintiffs are residents of Kent County, Michigan.

- 3) Defendant, Ocwen Loan Servicing, LLC (hereinafter "Ocwen"), is a foreign company that regularly conducts business in Kent County, Michigan, and maintains a registered agent in Michigan.
- 4) Jurisdiction and venue are appropriate in this court because Plaintiffs live in Kent County, Michigan; the property at issue in this dispute is located in Kent County, Michigan, the Plaintiffs are seeking equitable relief, and the Plaintiffs are seeking more than \$25,000.00 in damages.

#### FACTS

- 5) Plaintiffs reaffirm all previous paragraphs by reference.
- 6) Plaintiffs purchased their home located at 5343 Madison Ave., Kentwood, Michigan (hereinafter "the Property") on about June 10, 2005.
- 7) Plaintiffs financed the purchase by signing a Note and granting a mortgage interest in the Property to Meritage Mortgage Corporation; the mortgage was recorded on about July 30, 2005, at the Kent County Register of Deeds.
- 8) At all times relevant to this litigation, Defendant Ocwen has acted as servicer of Plaintiffs' mortgage.
- 9) Due to financial hardship, there came a time when Plaintiffs fell behind in their mortgage payments.
- 10) In 2010, Plaintiffs received a mortgage modification offer from Defendant Ocwen, which Plaintiffs attempted to accept.
- 11) Defendant failed to recognize Plaintiffs' acceptance of the loan

modification and, instead, foreclosed on their home.

12) In June 2011, Plaintiffs filed a lawsuit in the 17<sup>th</sup> Circuit Court against Defendant and Deutsche Bank to rescind the sheriff's sale and enforce the prior loan modification. (See Case No. 11-05813-CH).

13) In July 2012, the parties settled the prior lawsuit with a Loan Modification Agreement ("Agreement") and other consideration.

14) The Agreement included the following terms:

- a) Initial payment of \$544.34 due on August 3, 2012;
- b) New principal balance of \$80,000.00;
- c) Total monthly payments of \$544.34 beginning on September 1, 2012, consisting of principal and interest payments of \$320.07, and escrow payments of \$224.27;
- d) An interest rate of 3.71 percent;
- e) A 480 month term;
- f) And a balloon payment of \$48,373.93. (See Ex. A).

15) Plaintiffs accepted the Agreement after confirming that any past-due escrow items would be included in the modified loan.

16) Plaintiffs took all steps necessary to accept the Agreement, and have been making timely payments pursuant to the Agreement ever since.

17) The prior case was dismissed in December 2012.

18) For several months after entering into the Agreement, Plaintiffs did not receive any statements from Defendant.

19) In late January or early February 2013, Plaintiffs received an Annual

Escrow Account Disclosure Statement dated January 25, 2013. (See Ex. B).

- 20) The Escrow Statement shows an escrow balance of \$7,140.75, as of August 2012.
- 21) The Escrow Statement shows that Defendant did not clear any outstanding escrow balance at the time the parties entered into the Agreement.
- 22) According to the Escrow Statement, the Escrow Year begins on March 1 of each year.
- 23) By March 1, 2013, Plaintiffs had paid \$1,345.62 into their escrow account since entering into the Agreement.
- 24) According to the Escrow Statement, the balance of the escrow account as of March 1, 2013, was (\$1,504.42).
- 25) In February 2013, Plaintiffs received a Monthly Statement from Defendant dated February 7, 2013. (See Ex. C).
- 26) According to the February 7 Statement, the escrow balance at that time was (\$1,728.69).
- 27) According to the February 7 Statement, the Beginning Escrow Balance was (\$2,850.04).
- 28) According to the February 7 Statement, the year-to-date escrow deposits were \$1,121.35.
- 29) According to the February 7 Statement, in January 2013, Plaintiffs were assessed \$12.80 in late fees, a \$48.66 eviction fee, and a \$9.84 property inspection fee.
- 30) According to the February 7 Statement, the total amount due by March 1,

2013 was \$1,192.32, including a past-due amount of \$544.34, late charges of \$12.80, a "Prev-Eviction Fee of \$48.66, and a "Prev-Property Inspection Fee" of \$9.84.

- 31) On March 19, 2013, Plaintiffs sent Defendant a letter disputing information contained in the Escrow Statement and the February 7 Statement, and requesting a payment history for the loan dating back to July 1, 2012. (See Ex. D).
- 32) Defendant responded with a letter dated April 15, 2013; however, Plaintiff failed to provide any payment history. (See Ex. E).
- 33) In April 2013, Plaintiffs received a Monthly Statement from Defendant dated April 23, 2013. (See Ex. F)
- 34) According to the April 23 Statement, the escrow balance at that time was (\$1,278.83).
- 35) According to the April 23 Statement, the Beginning Escrow Balance was (\$2,850.04).
- 36) According to the April 23 Statement, the year-to-date escrow deposits were \$1,571.21.
- 37) According to the April 23 Statement, Plaintiffs were assessed \$12.80 in late fees in March 2013, and an additional \$12.80 in late fees in April 2013.
- 38) According to the April 23 Statement, the total amount due by May 1, 2013 was about \$1,263, including a past-due amount of about \$576, late charges of about \$51, a "Prev-Eviction Fee of about \$48, and a "Prev-Property Inspection Fee" of about \$9.

39) In May 2013, Plaintiffs received a Monthly Statement from Defendant dated May 17, 2013. (See Ex. G)

40) According to the May 17 Statement, the escrow balance at that time was (\$1,022.22).

41) According to the May 17 Statement, the Beginning Escrow Balance was (\$2,850.04).

42) According to the May 17 Statement, the year-to-date escrow deposits were \$1,827.82.

43) According to the May 17 Statement, Plaintiffs were assessed \$12.80 in late fees in April 2013, and an additional \$12.80 in late fees in May 2013.

44) According to the May Statement, the total amount due by June 1, 2013 was about \$1,272.54, including a past-due amount of \$576.68, late charges of \$64.00, a "Prev-Eviction Fee of \$48.66, and a "Prev-Property Inspection Fee" of \$6.52.

#### **Count 1: BREACH OF CONTRACT**

45) The preceding paragraphs are incorporated by reference.

46) Plaintiffs and Defendant entered into a contract to modify the existing mortgage and loan.

47) Plaintiffs took all of the steps necessary to accept the offered Agreement, including making payments pursuant to the Agreement.

48) Plaintiff signed the Agreement, and returned the original to Defendant to counter-sign.

- 49) Upon information and belief, an agent for Defendant has counter-signed the Agreement.
- 50) Defendant has accepted and cashed checks sent by Plaintiffs pursuant to the Agreement.
- 51) Defendant offered the Agreement as an attachment to an email containing a signature line by an authorized representative of Defendant.
- 52) The Agreement was incorporated into a Settlement Agreement, which was signed by an authorized representative of Defendant.
- 53) The Agreement, together with the Note and Mortgage, create a contract binding on Defendant.
- 54) While Defendant has continued to accept payments pursuant to the Agreement, Defendant has breached the contract by failing to properly apply the payments made by Defendant in accordance with the Agreement, Note, and Mortgage.
- 55) Defendant has also breached the contract by assessing late fees and other fees to Plaintiffs without the right to do so under the Agreement, Note, and Mortgage.
- 56) Plaintiffs suffered damages from Defendant's breach, including but not limited to, paying improper late fees and having their credit harmed by Defendant's mis-reporting to credit reporting agencies.
- 57) Plaintiffs request that this Court enter Judgment requiring specific performance of the Agreement by Defendant, and for money damages relating to the breach of contract.

## **Count 2: REGULATION OF COLLECTION PRACTICES ACT VIOLATION**

- 58) The preceding paragraphs are incorporated by reference.
- 59) Defendant is a Regulated Person, as defined by the Regulation of Collection Practices Act (hereinafter "RCPA"). MCL 445.251.
- 60) The RCPA prohibits the making of inaccurate, misleading, untrue, or deceptive statements in communications to collect a debt. MCL 445.252(e).
- 61) Starting in January 2013, Defendant sent Plaintiffs at least 4 statements, each one of which was a communication to collect a debt.
- 62) The 4 statements contained inaccurate, misleading, untrue, or deceptive statements in violation of the RCPA, including statements that Plaintiffs were behind in their mortgage payments and owed payments and fees that they did not owe.
- 63) Defendant violated the RCPA on at least 4 occasions, and each of Defendant's violations was willful.
- 64) Plaintiffs were damaged as a result of Defendant's misrepresentations, including by being assessed improper late fees, having their credit report harmed by improper reporting, and by experiencing emotional distress associated with fear that they will be foreclosed upon and that their mortgage company will continue to fail to properly service their mortgage.
- 65) Defendant has collected money from Plaintiffs through the methods it has employed.
- 66) Pursuant to the RCPA, Plaintiffs are entitled to an award of treble

damages, or \$150.00, per violation, together with reasonable attorney fees. MCL 445.257.

67) Plaintiffs request that this Court enter a judgment awarding each Plaintiff treble damages or \$150.00 per violation, whichever is greater, together with reasonable attorney fees and costs of bringing this action.

### **Count 3: VIOLATION OF RESPA**

68) Plaintiffs reaffirm all previous paragraphs.

69) RESPA establishes the requirements for how a mortgage loan servicer or lender must conduct its post-closing servicing of the loan.

70) 12 U.S.C. §2605(e) details the duties and statutory obligations of a loan servicer or lender in receiving and responding to borrower written inquiries.

71) A QWR is “a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, that (i) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and (ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.”

72) The correspondence sent by Plaintiffs to Defendant on about March 18, 2013 (Ex. D) was a QWR under RESPA because it (a) identified the subject borrower; (b) Identified the subject loan; (c) Identified the subject property; (d) Included a statement of the reasons the borrower believed the account to be in error., (i.e., payments not being credited and collection by entity other than

original lender or servicer).

73) Prior to July 22, 2010, Pursuant to 12 U.S.C. §2605(e)(1)(A) a loan servicer SHALL provide a written response acknowledging receipt of the correspondence within 20 days. The Dodd-Frank Financial Reform Bill amended RESPA to require acknowledgement of a QWR within 5 days. See

<http://www.nclc.org/dodd-frank/nclc-rpts-ccu-jul-aug-2010-web.pdf>

74) Defendant failed to acknowledge receipt of the Qualified Written Request (QWR) within five (5) days.

75) Prior to July 22, 2010, Pursuant to 12 U.S.C. §2605(e)(2) not later than sixty days after receipt of the QWR and servicer shall:

C) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—

(i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and  
ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower

76) The Dodd Frank amendment subsequently reduced this time from answering the QWR to 30 days.

77) Plaintiffs sent a QWR on March 19, 2013, which was received by Defendant on March 25, 2013.

78) In the QWR Plaintiffs disputed the information disclosed in the Escrow

Statement dated January 25, 2013, because the information was inaccurate; in their QWR Plaintiffs stated that the July 2012 modification resolved any escrow balances.

- 79) In the QWR Plaintiffs disputed the information disclosed in the February 7, 2013 Statement, including the escrow charge, various fees, and the past-due payment.
- 80) In the QWR Plaintiffs requested a payment history showing how payments were applied from July 1, 2012, to the date of the letter.
- 81) Defendant responded to Plaintiffs' QWR in a letter dated April 15, 2013.
- 82) Defendant failed to properly investigate or respond to the escrow issue, and instead, simply reiterated information from the prior Escrow Statement.
- 83) Defendant failed to properly investigate or respond to the dispute over the statement; Defendant did not address this concern at all in its response, except to state that the loan was due for its April 1, 2013 payment.
- 84) Defendant failed to provide the requested payment history in its response to Plaintiffs' QWR.
- 85) Prior to July 22, 2010, pursuant to 12 U.S.C. §2605(f), whoever fails to comply with any provision of RESPA shall be liable to the borrower for any amount equal to the sum of (a) any actual damages to the borrower and (b) any additional damages that the court may allow, in the case of a pattern or practice of noncompliance with the requirements of this section in the amount not to exceed \$1,000.00.
- 86) Costs and attorneys fees are also collectable for a violation of RESPA. 12

USC §2605(f)(3).

87) The Dodd Frank Amendment increased the amount of statutory damages on RESPA violation occurring after July 22, 2010 from \$1,000 to \$2,000.00.

88) Plaintiffs suffered pecuniary damage from Defendant's failure to comply with RESPA, including being charged improper late fees and other fees.

89) Plaintiffs suffered additional pecuniary damage, including the value of their time in making the qualified written request and in attempting to resolve this matter, as well as the costs of printing, faxing, and mailing documents.

90) Plaintiffs suffered additional damage including, but not limited to, damage to their credit score as a result of the mis-reporting of their loan status, not knowing the accuracy of the balance due at the time Plaintiffs entered into the Agreement and not knowing whether Defendant properly applied payments prior to the Agreement, and the emotional distress associated with fearing that their home will be foreclosed on.

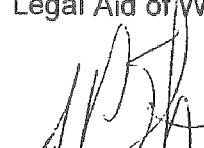
91) Plaintiffs request that this Court enter a judgment awarding each Plaintiff actual or statutory damages, whichever is greater, together with interest, costs and attorney's fees.

**WHEREFORE**, Plaintiffs request that this Court enter a Judgment:

- a) Specifically enforcing the Agreement;
- b) Awarding Plaintiffs their actual and statutory damages, together with costs and attorney fees.
- c) Providing such other relief that this Court deems just and equitable.

Respectfully Submitted

Legal Aid of Western Michigan

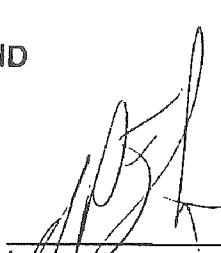


Dated: June 4, 2013

Legal Aid of Western Michigan  
By: John P. Smith (P71368)  
Attorneys for Plaintiffs

**JURY DEMAND**

Plaintiffs demand a trial by jury.



Dated: June 4, 2013

LEGAL AID OF WESTERN MICHIGAN  
By: John P. Smith (P71368)  
Attorneys for Plaintiffs



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, Florida 33416-4737  
O C W E N (Do not send correspondence or payments to the above address.)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

07/17/12

Grant Du Bridge  
Mirsada Grahic  
5343 Madison Avenue Southeast  
Grand Rapids, MI 49548

Loan Number: 38151577  
Property Address: 5343 Madison Avenue Southeast  
Grand Rapids, MI 49548

#### PROPOSED MODIFICATION AGREEMENT

Dear Borrower(s):

Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.

In order to accept this modification on your loan, you must complete ALL of the following steps on or before 8/3/12, ("Due Date"):

1. SIGN the bottom of the Agreement on the line(s) for the Borrower(s);
2. FAX the fully executed Agreement to: Attention: Home Retention Department  
(407) 737-5693
3. PAY the full down payment in the amount of: \$544.34  
[See Payment Instructions Attached]
4. NEW MONTHLY PAYMENT:  
Principal and Interest Payment \$320.07  
Total (which may or may not include escrow) \$544.34  
starting on 9/1/12
5. SEND proof of insurance coverage\* Attention: Escrow Department  
(Send proof of insurance ONLY to Escrow Fax: (888)-882-1816  
Dept. DO NOT include the Agreement.) E-mail: [updateinsuranceinfo@ocwen.com](mailto:updateinsuranceinfo@ocwen.com)

\* Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. Failure to send proof of insurance coverage before the Due Date will constitute acceptance of a force placed policy and agreement to pay the costs of such force placed policy, so long as all other items are complete.

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, which includes the receipt of an executed counterpart to the Agreement signed by all parties, the Agreement will have no force or effect and the original terms of your note will apply. Any down payment received will be applied in accordance with the original terms of your loan agreement. Please be advised that Ocwen Loan Servicing, LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Home Retention Department directly at (800) 876-2345

Sincerely,

Ocwen Loan Servicing, LLC

38151577  
SBALLEFM.24

Page 1 of 4

This communication is from a debt collector attempting to collect a debt; any information obtained will be used. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not in constitute an attempt to collect a debt.

EXHIBIT

A



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, Florida 33416-4737  
OCWEN (Do not send correspondence or payments to the above address.)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

#### PAYMENT REMITTANCE INFORMATION

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
3. The down payment must be in the form of certified funds.

#### OVERNIGHT DELIVERY

(Money Order & Certified Checks Only)

OCWEN LOAN SERVICING, LLC  
ATTN: CASHIERING DEPARTMENT  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

#### MONEY GRAM

RECEIVER CODE: 2355  
PAYABLE TO: OCWEN LOAN SERVICING, LLC  
CITY: ORLANDO  
STATE: FLORIDA  
REFERENCE: LOAN NUMBER 38151577  
AGENT LOCATER: (800) 926-9400

#### BY WUOC

Code City: Ocwen  
State: FL  
Reference: Loan # 38151577

#### BANK WIRE

BANK: Wells Fargo Bank, NA  
San Francisco, California  
ABA: 121000248  
ACCOUNT NAME: Ocwen Loan Servicing, LLC  
ACCOUNT NUMBER: 4124823352  
REFERENCE: Loan Number, Property Address,  
and Borrower Name  
Email: [Transfersfunds@ocwen.com](mailto:Transfersfunds@ocwen.com) with the details  
of the wire.

#### LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 07/17/12, which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Kent County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at 5343 Madison Avenue Southeast Grand Rapids, MI 49548.

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$80,000.00. Upon modification, your Note will become contractually current.
2. You promise to make an initial payment in the amount of \$544.34 on or before 8/3/12, after which you will commence payments of principal and interest in the amount of \$320.07 beginning on 9/1/12 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, Ocwen will continue to collect the escrow amounts with your monthly principal and interest payment.

38151577  
SBALLEPM24

Page 2 of 4

424080

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, Florida 33416-4737

O C W E N (Do not send correspondence or payments to the above address.)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 3.7100%. This rate will remain in effect until the maturity date of your loan.
5. You promise to make payments of principal and interest on the same day of each succeeding month until 7/1/35, at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.
6. You will comply with all other covenants, agreements and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
7. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.
8. You understand and agree that:
  - (a) All the rights and remedies, stipulations and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.
  - (d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
  - (e) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators and assigns.
  - (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
  - (g) Corrections and Omissions: You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

Ocwen Loan Servicing, LLC

By: \_\_\_\_\_

Grant Du Bridge  
  
Mirsada Grahic

38151577  
SBALLEFM.24

Page 3 of 4

424080

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NMLS # 1852



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, Florida 33416-4737  
O C W E N (Do not send correspondence or payments to the above address.)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

07/17/12

Grant Du Bridge  
Mirsada Grahic  
5343 Madison Avenue Southeast  
Grand Rapids, MI 49548

### BALLOON DISCLOSURE

Loan Number: 38151577  
Property Address: 5343 Madison Avenue Southeast Grand Rapids, MI 49548

The loan modification for which you have applied contains a balloon provision. This means that even if you make all payments full and on time, the loan will not be paid in full by the final payment date. A single balloon payment will be due and payable in full on 7/1/35, provided that all payments are made in accordance with the loan terms and the interest rate does not change for the entire loan term. The balloon payment may vary depending on your payment history, and, if you have an adjustable rate mortgage, any interest rate changes that occur during the life of the loan.

Neither Ocwen Loan Servicing, LLC nor any lender to which your loan is transferred or assigned is under any obligation to finance the amount of the balloon payment. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

Ocwen Loan Servicing, LLC

By: \_\_\_\_\_

Grant Du Bridge  
  
Mirsada Grahic

38151577  
SBALLEFM.24

Page 4 of 4

424080

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

January 25, 2013

Grant Du Bridge  
Mirsada Grabic

5343 Madison Avenue Southeast  
Grand Rapids, MI 49548

Loan Number: 38151577  
Property Address: 5343 Madison Avenue Southeast, GRAND RAPIDS, MI 49548  
Analysis Date: 01/25/13

Dear Grant Du Bridge Mirsada Grabic :

**ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
ACCOUNT HISTORY**

This is a statement of actual and scheduled activity in your escrow account from April 2010 through February 2013. Any scheduled activity is denoted by an "s".

Your monthly mortgage payment for the past year was \$544.34 of which \$320.01 was for principal and interest and \$224.27 went into your escrow account.

Actual Month	Projected Payments To Escrow	Actual Payments To Escrow	Projected Payments From Escrow	Actual Payments From Escrow	Description	Projected Ending Balance	Actual Ending Balance
Apr-10							
May-10		\$210.46					\$-327.15
*Jun-10	\$247.20					\$2,118.26	
*Jul-10	\$247.20	\$210.46		\$783.00	Hazard Insurance (POLICY # H41049622104 )	\$2,365.46	\$-899.69
				\$1,396.27	City Tax (PARCEL # 411831127014 )		\$-2,295.96
				\$674.00	Hazard Insurance	\$1,691.46	
*Aug-10	\$247.20			\$1,389.04	City Tax (PARCEL # 411831127014 )	\$549.62	

**PLEASE INCLUDE THE BELOW COUPON WITH ANY UPDATES  
Please update my escrow records with the following information:**

Loan Number- 38151577

New Insurance Company: \_\_\_\_\_

Grant Du Bridge  
5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

New Insurance Agent: \_\_\_\_\_

New Policy Number: \_\_\_\_\_

Additional Information \_\_\_\_\_

OCWEN Loan Servicing, LLC  
Attn: Escrow Department  
P.O. Box 24737  
West Palm Beach, FL 33416-4737

**EXHIBIT**

B

*This communication is from a debt collector attempting to collect a debt; any information contained herein is not intended to be used for any other purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended to and does not constitute an attempt to collect a debt.*

Actual Month	Projected Payments To Escrow	Actual Payments To Escrow	Projected Payments From Escrow	Actual Payments From Escrow	Description	Projected Ending Balance	Actual Ending Balance
*Sep-10	\$247.20					\$796.82	
*Oct-10	\$247.20					\$1,044.02	
*Nov-10	\$247.20					\$1,291.22	
*Dec-10	\$247.20			\$230.63	City Tax (PARCEL # 411831127014 )	\$1,538.42	\$-2,526.59
*Jan-11	\$247.20			\$240.66	City Tax (PARCEL # 411831127014 )	\$1,544.96	
*Feb-11	\$247.20					\$1,792.16	
*Mar-11	\$247.20					\$2,039.36	
*Apr-11	\$247.20					\$2,286.56	
*May-11	\$247.20					\$2,533.76	
*Jun-11	\$247.20			\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 )	\$2,780.96	\$-2,637.07
*Jul-11	\$247.20			\$1,373.72	City Tax (PARCEL # 411831127014 )	\$3,028.16	\$-4,010.79
*				\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 )		\$-4,121.27
*Aug-11	\$247.20			\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 )	\$3,275.36	\$-4,231.75
*Sep-11	\$247.20			\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 )	\$3,522.56	\$-4,342.23
*Oct-11	\$247.20			\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 )	\$3,769.76	\$-4,452.71



PLEASE INCLUDE THE BELOW COUPON WITH ANY UPDATES

Please update my escrow records with the following information:

Loan Number- 38151577

New Insurance Company: \_\_\_\_\_

Grant Du Bridge  
5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

New Insurance Agent: \_\_\_\_\_

New Policy Number: \_\_\_\_\_

Additional Information \_\_\_\_\_

OCWEN Loan Servicing, LLC  
Attn: Escrow Department  
P.O. Box 24737  
West Palm Beach, FL 33416-4737\_\_\_\_\_  
\_\_\_\_\_

Actual Month	Projected Payments To Escrow	Actual Payments To Escrow	Projected Payments From Escrow	Actual Payments From Escrow	Description	Projected Ending Balance	Actual Ending Balance
*Nov-11	\$247.20			\$110.48	0) FORCED Hazard Insurance (POLICY # BRE00001010 0)	\$4,016.96	\$-4,563.19
*Dec-11	\$247.20			\$110.48	FORCED Hazard Insurance (POLICY # BRE00001010 0)	\$4,264.16	\$-4,673.67
*				\$234.17	City Tax (PARCEL # 411831127014 )		\$-4,907.84
*Jan-12	\$247.20			\$105.16	FORCED Hazard Insurance (POLICY # BRE00001400 0)	\$4,511.36	\$-5,013.00
*Feb-12	\$247.20			\$105.16	FORCED Hazard Insurance (POLICY # BRE00001400 0)	\$4,758.56	\$-5,118.16
*Mar-12	\$247.20			\$105.16	FORCED Hazard Insurance (POLICY # BRE00001400 0)	\$5,005.76	\$-5,223.32
*Apr-12	\$247.20					\$5,252.96	
*May-12	\$247.20					\$5,500.16	
*Jun-12	\$247.20					\$5,747.36	
*Jul-12	\$247.20			\$105.16	FORCED Hazard Insurance (POLICY # BRE00001400 0)	\$5,994.56	\$-5,328.48
*				\$1,707.11	City Tax (PARCEL # 411831127014 )		\$-7,035.59



PLEASE INCLUDE THE BELOW COUPON WITH ANY UPDATES

Please update my escrow records with the following information:

Loan Number- 38151577

New Insurance Company: \_\_\_\_\_

Grant Du Bridge  
5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

New Insurance Agent: \_\_\_\_\_

New Policy Number: \_\_\_\_\_

Additional Information \_\_\_\_\_

OCWEN Loan Servicing, LLC  
Attn: Escrow Department  
P.O. Box 24737  
West Palm Beach, FL 33416-4737

Actual Month	Projected Payments To Escrow	Actual Payments To Escrow	Projected Payments From Escrow	Actual Payments From Escrow	Description	Projected Ending Balance	Actual Ending Balance
*Aug-12	\$247.20			\$105.16	FORCED Hazard Insurance (POLICY # BRE00001400 : 0)	\$6,241.76	\$-7,140.75
*Sep-12	\$247.20					\$6,488.96	
*Oct-12	\$247.20			\$-105.16	FORCED Hazard Insurance refund	\$6,736.16	\$-7,035.59
*Nov-12	\$247.20					\$6,983.36	
*Dec-12	\$247.20	\$247.20		\$617.16	City Tax (PARCEL # 411831127014 )	\$7,230.56	\$-7,405.55
*		\$247.20		\$525.80	FORCED Hazard Insurance (POLICY # BRE00001400 : 0)		\$-7,684.15
*		\$247.20		\$1,345.89	Loan Modification Bal Adj		\$-8,782.84
*		\$247.20				\$-8,535.64	
*		\$247.20				\$-8,288.44	
*		\$247.20				\$-8,041.24	
*		\$247.20				\$-7,794.04	
*		\$247.20				\$-7,546.84	
*		\$247.20				\$-7,299.64	
*		\$247.20				\$-7,052.44	
*		\$247.20				\$-6,805.24	
*		\$247.20				\$-6,558.04	
*		\$247.20				\$-6,310.84	
*		\$247.20				\$-6,063.64	
*		\$247.20				\$-5,816.44	
*		\$247.20				\$-5,569.24	
*		\$247.20				\$-5,322.04	
*		\$247.20				\$-5,074.84	
*		\$247.20				\$-4,827.64	
*		\$247.20				\$-4,580.44	
*		\$247.20				\$-4,333.24	
*		\$247.20				\$-4,086.04	
*		\$247.20				\$-3,838.84	
*		\$247.20				\$-3,591.64	



PLEASE INCLUDE THE BELOW COUPON WITH ANY UPDATES

Please update my escrow records with the following information:

Loan Number- 38151577

New Insurance Company: \_\_\_\_\_

Grant Du Bridge  
5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

New Insurance Agent: \_\_\_\_\_

New Policy Number: \_\_\_\_\_

Additional Information \_\_\_\_\_

OCWEN Loan Servicing, LLC  
Attn: Escrow Department  
P.O. Box 24737  
West Palm Beach, FL 33416-4737\_\_\_\_\_  
\_\_\_\_\_

Actual Month	Projected Payments To Escrow	Actual Payments To Escrow	Projected Payments From Escrow	Actual Payments From Escrow	Description	Projected Ending Balance	Actual Ending Balance
*	\$247.20						\$-3,344.44
*	\$247.20						\$-3,097.24
*	\$247.20						\$-2,850.04
*Jan-13	\$247.20	\$224.27				\$7,477.76	\$-2,625.77
*		\$224.27					\$-2,401.50
*		\$224.27					\$-2,177.23
*		\$224.27					\$-1,952.96
*		\$224.27-s					\$-1,728.69
*Feb-13	\$247.20	\$224.27-s				\$7,724.96	\$-1,504.42
TOTALS	\$8,157.60	\$8,440.94	\$2,303.70	\$9,407.75			

An asterisk (\*) indicates a difference from a previous estimate either in the date or the amount.

Last year, we anticipated that payments from your account would be made during this period equaling \$2,303.70. Under Federal law, your lowest monthly balance should not have exceeded \$383.95 or 1/6 of anticipated payments from the account.

Based on the above information, our records indicate that your property taxes were paid to City Tax in the amount of \$5,559.06, FORCED Hazard Insurance in the amount of \$1,824.96, FORCED Hazard Insurance refund in the amount of \$-105.16, Hazard Insurance in the amount of \$783.00, Loan Modification Bal Adj in the amount of \$1,345.89. Please carefully review the disbursement information listed under the Projections For Coming Year on the other side of this document. If the information is incorrect, please forward a copy of the declaration page for your current insurance policy and/or the most recent tax bill to the below address. You may also fax this information to Attn: Escrow Department at (561) 682-7875.



OCWEN

## PLEASE INCLUDE THE BELOW COUPON WITH ANY UPDATES

Please update my escrow records with the following information:

Loan Number- 38151577

New Insurance Company: \_\_\_\_\_

Grant Du Bridge  
5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

New Insurance Agent: \_\_\_\_\_

New Policy Number: \_\_\_\_\_

Additional Information \_\_\_\_\_

OCWEN Loan Servicing, LLC  
Attn: Escrow Department  
P.O. Box 24737  
West Palm Beach, FL 33416-4737

Loan Number: 38151577  
 Property Address: 5343 Madison Avenue Southeast, GRAND RAPIDS, MI 49548  
 Analysis Date: 01/25/13

Dear Borrower(s):

**ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
PROJECTIONS FOR COMING YEAR**

**PLEASE REVIEW THIS STATEMENT CLOSELY – YOUR MORTGAGE PAYMENT MAY BE AFFECTED**  
 This is a prediction of activity in your escrow account during the coming escrow year based on anticipated payments to be paid into the escrow account and anticipated payments to be made from your escrow account.

Description of Next Disbursement	Estimated Amount(s) of Next Disbursement
City Tax	\$1,707.11
Hazard Insurance	\$755.00
City Tax	\$617.16
Total Annual Disbursements	\$3,079.27
<b>Target Escrow Payment</b>	<b>\$256.61 (1/12<sup>th</sup> of \$3,079.27)</b>
<b>Starting Escrow Balance Needed as of Mar 13</b>	<b>\$1,435.67</b>

Actual Month	Actual Payments To Escrow	Actual Payments From Escrow	Description	Actual Ending Balance
Mar-13	\$256.61			\$1,692.28
Apr-13	\$256.61			\$1,948.89
May-13	\$256.61			\$2,205.50
Jun-13	\$256.61			\$2,462.11
Jul-13	\$256.61			\$2,718.72
Aug-13	\$256.61	\$1,707.11	City Tax (PARCEL # 411831127014)	\$1,268.22
		\$755.00	Hazard Insurance (POLICY # 22B3G3342)	\$513.22
Sep-13	\$256.61			\$769.83
Oct-13	\$256.61			\$1,026.44
Nov-13	\$256.61			\$1,283.05
Dec-13	\$256.61			\$1,539.66
Jan-14	\$256.61	\$617.16	City Tax (PARCEL # 411831127014)	\$1,179.11
Feb-14	\$256.61			\$1,435.72
<b>TOTALS=</b>	<b>\$3,079.32</b>	<b>\$3,079.27</b>		

In the event there is a tax and/or insurance increase over the coming escrow year. Federal law (RESPA) allows additional funds to be held to prevent the escrow account from being overdrawn. This additional amount, which is called a cushion, may be up to 1/6<sup>th</sup> of the total payments estimated to be made from the escrow account for the coming escrow year. Based on anticipated payments from your escrow account, which total \$3,079.27 for the year, the required cushion amount is \$513.22 (1/6<sup>th</sup> of \$3,079.27).

To avoid a shortage, your escrow balance should not fall below the cushion amount at any time during the coming escrow year. In order for your escrow balance not to fall below the cushion of \$513.22, you would need to have at least \$1,435.67 in the escrow account at the start of the escrow year.

According to the last month of your account history, your expected escrow balance at the start of the escrow year is \$1,504.42. Your first monthly mortgage payment for the coming escrow year, beginning with your payment due on 03/01/2013, will be \$576.68 (rounded) of which \$320.07 will be for principal and interest and \$256.61 will go into your escrow account.

If you have any questions in this regard, please contact our Customer Care Center at (800) 746-2936, Monday - Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm ET.

Sincerely,

Ocwen Loan Servicing, LLC

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NMLS # 1852



## Understanding your escrow account

### What is an escrow account?

An escrow account is established for the payment of your annual property taxes and insurance premiums. Your escrow account is funded by monthly escrow installments which are billed to you along with your principal and interest payments in accordance with RESPA (Real Estate Settlement Procedures Act) and state guidelines. This is a free service provided by Ocwen to facilitate the timely payment of your property taxes and insurance. Failure to pay your property taxes can result in the loss of your property through a tax sale. Failure to pay your insurance will result in force placed insurance coverage, which may require a higher premium than your current policy. To prevent these situations, we strongly recommend that our homeowners retain an escrow account. Unless required by state law, Ocwen will not typically pay homeowners association dues and some other items commonly referred to as "special assessments."

### Is there a minimum balance that must be held in the escrow account?

Yes. Your escrow account will have what is commonly referred to as a "cushion," which helps to prevent the account from having a negative balance due to any unanticipated disbursements or increases in escrow items. The escrow cushion is calculated as two escrow payments, or 1/6th of your total estimated yearly tax and insurance payments. For example, if the sum of your yearly tax dues and your yearly insurance premium equal \$3,000, your escrow cushion amount will be \$500 (\$3,000 divided by 6). In this example you should never have an escrow balance of less than \$500.

*Note that cushion requirements vary by state. Please contact the customer service department for more information on state-specific requirements.*

### What is an escrow analysis?

An escrow analysis is a review of your yearly property tax and insurance obligations and is used to determine the escrow payment required to cover future tax and insurance installments. Ocwen will send you an escrow analysis statement at least once every 12 months with the history and projections of your incoming and outgoing payments.

### What happens if my escrow balance is lower than it should be?

Due to changes in your property taxes or insurance premiums, it is possible that your escrow account could end up with a balance which is less than the target cushion amount. This is referred to as a "Shortage." Any shortage of funds in your escrow account will be determined at the time of your escrow analysis. In order to repay the shortage amount, you have two options:

- Pay your shortage all at once. Once the payment is received, your escrow account will be reanalyzed, and a new escrow analysis statement will be sent to you.
- If you take no action, Ocwen will add the amount of the shortage to your escrow payment and will spread the collection of the shortage amount over 12 months. Ocwen will not spread escrow shortages for greater than 12 months. If you are unable to make your mortgage payment, please contact the Ocwen Customer Care Center at (800) 746-2936 to discuss your options.

### What happens if my escrow balance is higher than it should be?

Due to changes in your property taxes or insurance premiums, it is possible that your escrow account could end up with a balance which is greater than the required cushion amount. This is referred to as a "Surplus." This is determined at the time of the escrow analysis. Depending on the amount of the surplus, the funds could be allocated towards your loan or sent back to you within 20 days of the escrow analysis.

### Why did my taxes or insurance go up?

Please contact your local taxing authority or insurance provider to obtain this information.

### I received a notice for delinquent taxes or insurance.

If you receive a notice for delinquent taxes or insurance, please contact and fax the notice to Altis Escrow Department at (561) 682-7875. Research will be performed on the delinquency and your escrow account will be reviewed.

### I want to cancel my escrow account and pay my property taxes or insurance myself.

Maintaining your escrow account is a free service provided by Ocwen to ensure that your property taxes and insurance are paid in a timely manner. However, if you wish to cancel your escrow account and it is allowable per your mortgage agreement, please contact and fax your request to Altis Escrow Department at (561) 682-7875. Your escrow account will be canceled so long as it meets each of the following criteria. (Additional exclusions may apply)

- You have been current on your mortgage payments for the past 12 months.
- Your loan does not have a negative escrow balance or any other outstanding delinquencies.
- You do not have a tax or insurance payment due in the next 45 days.
- You do not have a force placed insurance policy.
- Your loan has not been modified within the last 12 months to include escrow.

### I still have questions about my escrow account.

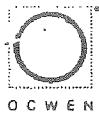
Please contact the Customer Care Center at (800) 746-2936. Representatives are available to answer your questions Monday - Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm ET.

This document is for informational purposes only. Please refer to your escrow analysis statement for specific information regarding your escrow account.  
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This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1832





Ocwen Loan Servicing, LLC  
www.ocwen.com

NMLS # 1852  
NC Permit No. 1946  
CUSTOMER CARE CENTER 1-800-746-2936  
*Your call may be recorded for the coaching and development of our associates.*

2MB 00468/000468/000952 0004 3 ACPYAK

MIRSADA GRAHIC  
5343 MADISON AVE SE  
GRAND RAPIDS MI 49548-5817

Account Statement  
Account Number: 003815157  
Account Statement Date: 02/07/2011  
Property Address:  
5343 Madison Avenue Southeast  
GRAND RAPIDS MI 49548

DELO

Page

#### Special Notices

CLAIM YOUR \$40 CASH BACK FOR GAS TODAY!  
See the enclosed information to get over \$1,600 cash  
back - including \$40 CASH BACK on your gas purchases.  
It's the best way to help you save.  
Looking for ways to reduce your homeowners insurance cost?  
Consider increasing your deductible. First Protector will pay it to  
you, up to \$1,000. Visit [www.OcwenFirstProtector.com](http://www.OcwenFirstProtector.com) or call  
1-800-349-9756, 8am-8pm E.T. for more information.

#### Important Messages - continued

Contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal.



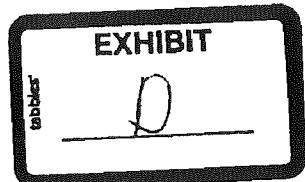
Ocwen Loan Servicing, LLC  
PO Box 24736  
West Palm Beach, FL 33416-4736

RE: **Mirsada Grahic and Grant DuBridge**  
**5343 Madison Ave SE, Grand Rapids, MI 49548-5817**  
**Account No. 0038151577**

To Whom It May Concern:

Please treat this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e). This request is made regarding my mortgage loan, and is based on my dispute of the payments and charges reflected in the statements you previously provided. Specifically, I dispute the following:

1. **Annual Escrow Account Disclosure Statement dated 1/25/2013:** I dispute the statement because in July 2012, I entered into a settlement and loan modification agreement, pursuant to which any past-due balances were resolved, including any escrow balances. I therefore dispute that, in July and August 2012, my escrow balance was -\$71,140.75. Because this information is inaccurate, I further dispute all subsequent escrow account balances.
2. **Statement dated 2/7/2013:** I dispute the following inaccurate information: The escrow charge of \$576.68; any amounts listed as past due; all fees and charges assessed on my loan; and the total amount due of \$1,192.32. In July 2012, I entered into a loan modification that resolved all past-due balances, including any escrow balances. At the time of this statement, I was current in my modified loan payments.



*Copy on my honor*

I also request that you provide me a payment history of my loan, showing how payments were applied between July 1, 2012, and today's date. Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement Procedures Act.

Sincerely,

*Janet D. Brinkley  
Michigan (DACA)*

Dated: 3/13/2013

CC: John P. Smith, Legal Aid of Western Michigan

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WEST PALM BEACH FL 33416

7667 1855  
2920 0000 7667 1855

7012

Street, Apt. No. or P.O. Box No.	Ocwen Loan Servicing, LLC P.O. Box 24236
City, State, Zip	West Palm Beach, FL 33416-4736

See Reverse for Instructions

F-6 Form 3800, August 2000

See Reverse for Instructions

Postage	\$ 0.46	0400
Certified Fee	\$3.10	15 Prepaid
Return Receipt Fee (Endorsement Required)	\$2.55	Free
Indemnified Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.11	03/19/2013

KENTWOOD BRANCH  
KENTWOOD, Michigan

495089998

2539230400-0097

03/19/2013 (616)455-3301 12:21:47 PM

===== Sales Receipt =====

Product Description	Sale Unit Qty	Final Price
WEST PALM BEACH FL 33416 Zone-6		\$0.46
First-Class Letter 0.70 oz.		
Expected Delivery: Fri 03/22/13		
Return Rcpt (Green Card)		\$2.55
@@ Certified Label #:		\$3.10
70122920000076671855		
Issue PVI:		\$6.11

Total: \$6.11

Paid by:  
Cash

\$6.11

@@ For tracking or inquiries go to USPS.com or call 1-800-222-1811.

\*\*\*\*\*

\*\*\*\*\*

BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.

\*\*\*\*\*

\*\*\*\*\*



OCWEN Loan Servicing, Inc.  
P.O. Box 785063  
Orlando, FL 32878-5063  
(Do not send any correspondence or payment to the above address)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

April 15, 2013

Grant Du Bridge  
Mirsada Grahic  
5343 Madison Avenue Southeast  
Grand Rapids, MI 49548

RE: Loan Number: 38151577  
Property Address: 5343 Madison Avenue Southeast  
GRAND RAPIDS, MI 49548

Dear Grant Du Bridge and Mirsada Grahic:

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

**Concern#1** You expressed concern regarding the escrow payment amount reflecting on the loan, which you believe is incorrect. Therefore, you requested us to review the loan and provide you with an explanation in this regard.

**Response** A review of our records indicates that the loan was modified on December 31, 2012. The loan was modified to an interest rate of 3.71000% with a new monthly mortgage payment in the amount of \$544.34, of which \$320.07 will be applied towards the principal and interest and \$224.27 will be applied towards the escrow portion.

Please note that the monthly escrow payments are based on anticipated payments to be paid into the escrow account and anticipated payments to be made from your escrow account, in addition to the amount of negative escrow balance on the loan (if any).

On January 25, 2013, we performed an escrow analysis, according to the last month of the account history, the expected escrow balance at the start of the escrow year is \$1,504.42. This means you have a deficiency of \$1,504.42 and a shortage of \$1,435.67. The total shortage for coming escrow period is \$2,940.09. In an effort to assist you, the total shortage has been spread over twelve (12) monthly payments. This equals \$245.01, which is the \$2,940.09 divided by twelve (12). The shortage spread amount of \$245.01 will be added to the target escrow payment of \$256.61 calculated above, for total of \$501.62 that will be the amount to be paid each month into your escrow account.

According to the analysis, effective March 1, 2013 payment due, the monthly mortgage payment was calculated to be \$576.68, of which \$320.07 will be applied towards principal and interest and \$256.61 will be applied towards the escrow portion. We have submitted a request to forward our Payment Reconciliation History, which reflects the detailed application of payments, made to the loan by us and the resulting loan status.

As of the date of this letter, the loan is due for April 1, 2013 payment. For any further questions or concerns regarding the loans, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website ([www.ocwen.com](http://www.ocwen.com)) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer

RRCMALNTRM.12 1

This communication is from a debt collector attempting to collect a debt: any  
However, if the debt is in active bankruptcy or has been discharged through b  
does not constitute an attempt to col

Loan Number: 38151577

EXHIBIT

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used for that purpose.  
n is not intended as and

NMLS # 1852



OCWEN Loan Servicing, LLC  
P.O. Box 785063  
Orlando, FL 32878-5063  
*(Do not send any correspondence or payment to the above address)*

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC  
Attention: Research Department  
P.O. Box 24736  
West Palm Beach, FL 33416-4736

Sincerely,

Dipraj Pradhan  
Research Department  
Ocwen Loan Servicing, LLC

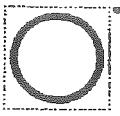
RRCMANLTRM.12 2

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.*

Loan Number:38151577

NMLS # 1852





Ocwen Loan Servicing, LLC  
www.ocwen.com

O C W E N

NMLS #: 1852  
NC Permit No. 3946

CUSTOMER CARE CENTER 1-800-746-2936

Your call may be recorded for the coaching and development of our associates.



2AB 03558/023371/007185 0115 2 ACQAXC

MIRSADA GRAHIC  
5343 MADISON AVE SE  
GRAND RAPIDS MI 49548-5817



DELO

P

### Special Notices

Reduce your financial burden when your home is impacted by a disaster or you involuntarily lose your job. Let First Protector pay your mortgage for you. Visit [www.OcwenFirstProtector.com](http://www.OcwenFirstProtector.com) or call 1-877-479-3947, 8am-8pm E.T. for more information.

### CLAIM YOUR CASH BACK FOR GAS TODAY!

See the enclosed information to get over \$1,600 cash back - including CASH BACK on your gas purchases. It's all part of a special direct network dedicated to saving you money. Please reply before: 8/31/13

### Account Information

* Current Principal Balance:	79,411.76
Interest Rate:	3.71000%
Next Payment Due Date:	05/01/2013
Escrow Advance Balance:	1,022.22
Interest Paid Year-To-Date:	984.34
Taxes Paid Year-To-Date:	.00
Beginning Principal Balance:	80,000.00
Principal Reductions Year-To-Date:	295.94
Beginning Escrow Balance:	2,850.04
Escrow Deposits/Adjustments Year-To-Date:	1,827.82
Recently Assessed Amounts:	
April- 2013 Late Charges:	12.80
May- 2013 Late Charges:	12.80

\*This is the principal balance only, not the amount required to pay your account in full.

### Details of Amount Due

Current Amount Due:	
Principal:	
Interest:	
Escrow:	
Current Amount Due by 06/01/13:	
Past Due Amount:	
Principal:	
Interest:	
Escrow:	
Past Due Amounts DUE IMMEDIATELY:	
Assessed Fees/Expense Outstanding:	
Late Charges:	
Prev-Eviction Fee:	
Prev-Property Inspection Fee:	
Total Fees/Expense Outstanding:	1
Total Amount Due:	1.2

### Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	
04/26/13	Payment	74.33	245.74	256.61					
04/26/13	Property Inspection Fee						3.32		52

### Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this statement.

Due to the status of your loan, fee(s) or charge(s) have recently been added. Please review the enclosed fee description page for explanation of these and any other fee(s) or charge(s).

Payments received are to be applied in accordance with your mortgage note. Payments will be first applied to bring your loan contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal.

FOLD AND  
DETACH HERE

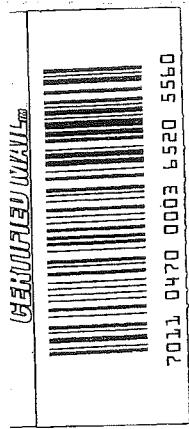
PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED  
PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT - ALWAYS WRITE

EXHIBIT

G

023371/007185 ACQAXC S1-ET-M1-C00

FOLD AND  
DETACH HERE



Legal Aid of Western Michigan  
89 IONIA NW SUITE 400  
GRAND RAPIDS, MI 49503

Ocwen Loan Servicing LLC  
c/o CSC Lawyer's Inc. Service Co.  
601 Abbott Rd.  
East Lansing, MI 48823

# EXHIBIT

2

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT  
GRANT DUBRIDGE and  
MIRSADA GRAHIC,  
Plaintiffs,  
v.  
OCWEN LOAN SERVICING, LLC,  
Defendant.

Case No. 13-05178-CH  
Hon. Paul J. Sullivan

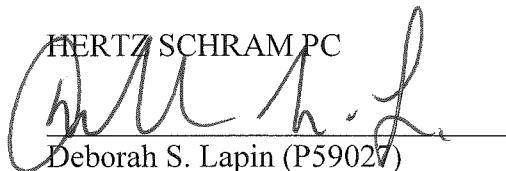
LEGAL AID OF WESTERN MICHIGAN  
John P. Smith (P71368)  
Attorney for Plaintiffs  
89 Ionia Avenue, NW, Suite 400  
Grand Rapids, MI 49503  
(616) 774-0672  
[jsmith@legalaidwestmich.net](mailto:jsmith@legalaidwestmich.net)

HERTZ SCHRAM PC  
Deborah S. Lapin (P59027)  
Attorneys for Defendant  
1760 S. Telegraph Road, Suite 300  
Bloomfield Hills, MI 48302  
(248) 335-5000  
[dlapin@hertzschram.com](mailto:dlapin@hertzschram.com)

**NOTICE OF FILING REMOVAL**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §1441 *et seq.*, Defendant Ocwen Loan Servicing, LLC (“Ocwen”), by and through its counsel, Hertz Schram PC, filed a Notice of Removal on June 25, 2013 in the United States District Court for the Western District of Michigan. A copy of the Notice of Removal is attached hereto as **Exhibit 1**.

Respectfully Submitted,

  
HERTZ SCHRAM PC  
Deborah S. Lapin (P59027)

Attorneys for Ocwen Loan Servicing, LLC  
1760 S. Telegraph Road, Suite 300  
Bloomfield Hill, MI 48302  
(248) 335-5000  
[dlapin@hertzschram.com](mailto:dlapin@hertzschram.com)

Dated: June 24, 2013

UNITED STATES DISTRICT COURT  
IN THE WESTERN DISTRICT OF MICHIGAN

GRANT DUBRIDGE and  
MIRSADA GRAHIC,

Plaintiffs,

Case No.  
Hon.

v.

OCWEN LOAN SERVICING, LLC

Defendant.

Lower Court: Kent County  
Circuit Court  
Case No. 13-05178-CH  
Hon. Paul J. Sullivan

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LEGAL AID OF WESTERN MICHIGAN  
John P. Smith (P71368)  
Attorney for Plaintiffs  
89 Ionia Avenue, NW, Suite 400  
Grand Rapids, MI 49503  
(616) 774-0672  
[jsmith@legalaidwestmich.net](mailto:jsmith@legalaidwestmich.net)

HERTZ SCHRAM PC  
Deborah S. Lapin (P59027)  
Attorneys for Defendant  
1760 S. Telegraph Road, Suite 300  
Bloomfield Hills, MI 48302  
(248) 335-5000  
[dlapin@hertzsram.com](mailto:dlapin@hertzsram.com)

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**PROOF OF SERVICE**

On June 25, 2013, the undersigned served a copy of Notice of Removal/Notice of Filing Removal and this Proof of Service upon the following party via first class mail, postage paid to:

John P. Smith, Esq.  
LEGAL AID OF WESTERN MICHIGAN  
89 Ionia Avenue, NW, Suite 400  
Grand Rapids, MI 49503

/s/ Deborah A. Cripps  
Deborah A. Cripps, Legal Assistant  
Hertz Schram PC